

MARGARET COLLINS v PENNSYLVANIA AMERICAN WATER

C-2023-3037963

MARGARET COLLINS  
224 N. HYDE PARK AVE.  
SCRANTON PA. 18504  
PH: 570.343.1469

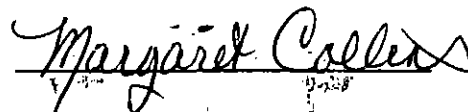
February 20, 2024

SECRETARY PUBLIC UTILITY COMMISSION  
400 NORTH STREET  
HARRISBURG, PA. 17120

Dear Secretary Rosemary Chiavetta,

Enclosed find EXCEPTIONS OF MARGARET COLLINS case filed at C-2023-3037963,  
MARGARET COLLINS v PENNSYLVANIA AMERICAN WATER.

Respectfully submitted,

  
MARGARET COLLINS

ROSEMARY CHIAVETTA, SECRETARY PA. PUBLIC UTILITY COMMISSION P.O. BOX 3265 HARRISBURG, PA. 17105-3265

**PENNSYLVANIA PUBLIC UTILITY COMMISSION**  
400 NORTH STREET, HARRISBURG, PA. 17120 C-2023-3037963

February 15, 2024

**MARGARET COLLINS v. PENNSYLVANIA-AMERICAN WATER COMPANY**

**EXCEPTIONS OF MARGARET COLLINS, COMPLAINANT**

BACKGROUND: On 10/18/22 Complainant filed BCS:3872384 Complaint that found customer has to pay and open up and find where the leak is originating from regarding the 9/30/22 doorhanger, and 10/14/22 termination notices left and mailed by PAWC. On 1/27/23 a Formal Complaint was filed stating among other things that PAWC threatened to terminate service five times and declared that it is Complainante's responsibility to fix a speculative leak on her service line. Evidentiary hearings were held on July 5th, 2023 in this matter and there were settlement discussions during the hearing. This proceeding was stayed by Order issued on July 7th, 2023 because during the evidentiary hearing the parties agreed it would be worthwhile to explore settlement and a new service line was installed. A hearing was held on 10/11/23 to proceed with Complainant's Formal Complaint that among other things PAWC did not provide her proper notice and communications regarding the possibility that PAWC would terminate service at her property because of a suspected leak. Initial Decision: That the claim that the Pennsylvania-American Water Company violated Pennsylvania Public Utility Commission regulations by issuing two termination notices to the Complainant while a dispute was pending is granted. That all other claims are denied and dismissed.

**EXCEPTIONS TO THE 1/29/2024 INITIAL DECISION OF ADMINISTRATIVE LAW JUDGE JOHN M. COOGAN**

ALJ concluded that Pennsylvania-American Water Company violated Pennsylvania Public Utility Commission regulations by issuing termination notices to Complainant while a dispute was pending. In his Initial Decision (ID) on page 14 at 9.: Mail or delivery of a notice of termination is prohibited if a notice of initial inquiry, dispute, informal or formal complaint has been filed and is unresolved and if the subject matter of the dispute forms the grounds for the proposed termination. **52 Pa. Code § 56.92**. On page 14 at 10. states: Termination or threatening termination of service pending a response to a public utility customer's inquiry is prohibited. **52 Pa. Code § 56.140**. On page 14 at 11. states: A public utility should not issue a termination notice after initiation of a dispute and should take steps to investigate the dispute. **52 Pa. Code § 56.151**. On page 15 at 14.,

ALJ states: A fine is warranted because the Company violated 52 Pa. Code §§ 56.92, 56.140, and 56.151.

EXCEPTION is taken to ID page 10, prgh. 1, stating termination notices dated September 30, 2022, October 3 (3 is a typo: see Collins Exhibit 2: 10/4/2022), and December 13, 2022 are not within the termination context of Chapter 56 (PAWC Exhibit 1; Collins Exhibits 2, 10). ALJ states that although these three other notices reference the possibility of termination if the leak is not fixed, it is the notices dated October 14, 2022 and October 15, 2022 that clearly constitute termination notices within the context of Chapter 56. See 52 Pa. Code § 56.91.

Notwithstanding, there is **only one requirement** of Chapter 56 for 52 Pa. Code § 56.91 that states: Standard Residential Service Termination Procedures (52 PA Code § 56.91-.99) 1. Mail or deliver a written notice to the customer at least ten (10) days prior the proposed date of termination (§56.91). The delivered September 20, 2022 notice states tariff 2.12 and 4.9 and it is important to have the leak repaired within **10 days** to avoid having water service disconnected. The mailed October 4, 2022 notice repeats details of the September notice and further states repair within **10 days** to avoid disconnection as does the mailed December 13, 2022 notice stating repairs must be made within **10 days** the date of the letter that American Water reserves the right to discontinue water service immediately that will not be reinstated until repairs are made. Moreover, the December 13, 2022 (Collins Exhibit 10) and the delivered December 28, 2022 (Collins Exhibit 11 page 2, last prgh.) notices were sent during the winter moratorium.

**All state the 10 day notice requirement** within the termination context called for by Chapter 56 (52 PA Code §56.91). Additionally, all five notices violated 52 Pa. Code § 56.140 (ID page 14 at 9.,10.,11.) that prohibits termination *or threatening termination* of service pending a response to a public utility customer's inquiry, (Collins Exhibit 9 (8/12/2022 first page), Collins Exhibit 11 (page 1, prgh. 4; page 3, prgh.1). All five were mailed and delivered that's prohibited when the initial inquiry, dispute, informal or formal complaint has been filed and is unresolved and the subject matter of the dispute formed the grounds for the proposed termination, 52 Pa. Code § 56.92. PAWC issued all five termination notices after initiation of the dispute and did not take steps to investigate the dispute, **52 Pa. Code § 56.151**. PAWC violated Commission's regulations above.

ID on page 14 at 11. states: A public utility should not issue a termination notice after initiation of a dispute and should take steps to investigate the dispute, 52 Pa. Code § 56.151. Here, PAWC did not investigate the dispute and did not investigate within 30 days from 8/11/22 initiation of the dispute (Collins Exhibit 9, page 1 and Exhibit 11, page 1. prgh. 4) did not issue its report to the complaining party and did not inform the complaining party that the report is available upon request: see 56.151(5). Additionally, at 56.151(i) If

the complainant is not satisfied with the dispute resolution, the public utility company report *must be in writing* and conform to § 56.152 (relating to contents of the public utility company report). In these instances, the written report shall be sent to the complaining party if requested. PAWC violated Commission's regulations above.

PAWC witness testified that leak detection reports do not exist, Tr. page 58, 24-25; and testified there are no written leak detection reports or documents, Tr. page 47, 13-23. Collins Exhibit 7 (mailed request for 10/11/22 leak report), Collins Exhibit 9 (requested how the leak was determined 7 times), Collins Exhibit 11 (requested evidence how the leak was determined six times, page 1, prgh.3). All five notices state that the proposed termination was due to the alleged leak on the service line (Collins Exhibits 2, 4, 5, 10; PAWC Exhibit 1). All five notices were issued while the dispute with PAWC regarding the leak was ongoing - Commission regulations do not allow a public utility to issue a termination notice based on the disputed subject matter when the dispute is ongoing: 52 Pa. Code § 56.92. PAWC did not follow the above regulations and kept mailing and delivering terminations. A fine is warranted because PAWC violated 52 Pa. Code §§ 56.92, 56.140, and 56.151.

ID page 11 states: Penalties may be imposed where violations of the Code and Commission regulations or a Commission Order are found. See 52 Pa. Code § 69.1201; see also *Rosi v. Bell Atlantic Pa., Inc.*, Docket No. C-00992409 (Opinion and Order entered February 10, 2000). PAWC violated the Commission's regulations by delivering and by mail (52 PA Code §56.91) the termination notices dated October 14, 2022, October 15, 2022 and notices delivered on September 30, 2022, October 4, 2022, December 13, 2022, December 28, 2022 while a dispute was pending, violating the Commission's regulations at 52 Pa. Code §§ 56.92, 56.140, 56.151(1).

EXCEPTION is taken to ID, at page 10: Regarding claims the record does not contain sufficient evidence that PAWC did not perform its other duties under 52 Pa. Codes §§ 56.151 and 56.152, or that PAWC threatened **termination during the winter moratorium** or solely as a collection device in violation or when **termination is prohibited under this chapter** of 52 Pa. Codes §§ 56.99 and 56.100.

WINTER MORAROIUM: 52 Pa. Code § 56.100

**52 Pa. Code § 56.100 - Winter termination procedures**

(a) Water distribution utilities. Notwithstanding any provision of this chapter, during the period of December 1 through March 31, water distribution utilities subject to this subchapter may not terminate heat related service between December 1 and March 31 except as provided in this section or § 56.98 (relating to immediate termination for unauthorized use, fraud, tampering or **tariff violations**).

Both 52 Pa. Codes §§ 56.99 and 56.100 have exceptions that allow PAWC to use their tariff to terminate water service. A public utility may not threaten to terminate service..... **unless** the customer or occupant remedies the situation which gave rise to the enforcement efforts of the public utility.(§ 56.99). Witness testified PAWC's water tariff is grounds for termination of service for failure of customer to maintain the service pipes, Tr. page 48, 24-25; page 49, 1- 8.

The December 13, 2022 termination and December 28, 2022 notices fall within the winter moratorium and are protected by 52 Pa. Code § 56.100 from being terminated between December 1 and March 31 except as provided in section or § 56.98 (relating to immediate termination for unauthorized use, fraud, tampering or tariff violations. Consistent with their laser focus on termination, PAWC used it's tariff as grounds for termination stated on their 9/30/22 delivered door hanger (PAWC Exhibit 1) in violation of 52 Pa. Code § 56.100. Witness testified Claimant was issued a termination notice October 14th if she did not repair her service pipe, Tr. page 49, 6-10.

EXCEPTION is taken to ID, at page 10: Regarding remaining claims, the record does not contain sufficient evidence that PAWC did not perform its other duties under 52 Pa. Codes §§ 56.151 and 56.152, 56. Although PAWC did replace the service line through its lead service line replacement program, Ms. Collins did not demonstrate how PAWC's communications, or lack thereof, regarding its lead service line replacement program violated the Public Utility Code, Commission regulations or an order of the Commission.

#### **LEAD SERVICE LINE REPLACEMENT PROGRAM**

PAWC threatened termination on 9/30/22 (PAWC Exhibit 1) to replace a water line before they took the steps to investigate the dispute required by 52 Pa. Code § 56.151(1)(2)(4) (5)(i) and before they knew there was a lead pipe in the cellar that qualified for the lead replacement program. PAWC witness testified that there is no way to determine qualification for the program without gaining access to the house, Tr. page 64, 1-4.

On 10/11/22, Luke investigated the cellar and saw the lead pipe, (PAWC Exhibit 3; Collins Exhibit 11 page 3, prgh.2, and prgh.4; Collins Exhibit 9 page, 9(11), and more terminations arrived on 10/4/22, 10/14/22, 10/15/22, 12/13/22, 12/28/22. PAWC left a water line leak notice on 8/11/22 and sent five more termination notices through to 12/28/22 in violation of the Commission's regulations at 52 Pa. Code §§ 56.92, 56.140, and 56.151(1).

*I was coerced by threats of termination over and over including bait and switch schemes that pushed costs onto me to replace a water line whether or not there was a leak and whether I was eligible for the lead line replacement program, and that is not in compliance with 66 Pa. C.S. Section 1352(b)(2). That would not be in compliance with PAWC's approved plan, the regulations shall insure that a DSIC charge shall terminate if*

*the Commission determineines that the utility is not in compliance with the approved plan. And it's also not in compliance with 66 Pa. C.S.A. Public Utilities Section 1353, repair, improve, or replace eligible property as part of the utilities distribution system. It's also not in compliance with 66 Pa. C.S. Section 3205(a) that requires maintenance, repair, and replacement of facilities and equipment to ensure compliance with Section 1501. (a)Authorization, Reiterates Commission authority under 1501 of the Public Utility Company.*

PAWC's witness testified that there was no way to determine if Claimant was qualified to have her service line replaced without gaining access to her house, Tr. page 64, 1-8.

PAWC's lack of communications thereof, regarding its lead service line replacement program violated the Public Utility Code and Commission regulations per 52 Pa. Code § 56.151, a utility cannot issue a termination notice based on the disputed subject matter, a customer must be provided information and a response within 30 days. Per 52 Pa. Code § 56.152.

Per 52 Pa. Code § 56.152, service will not be terminated pending completion of a dispute process and, that if the complaining party does not agree with the utility, a report will be filed with the Commission to preserve the complaining party's rights. PAWC did not follow the above regulations but kept initiating terminations and sending termination letters. Tr. 19. PAWC failed to investigate the alleged leak on Claimant's property until 10/11/22 and then did not report the lead pipe in the cellar while refusing to send the requested 10/11/22 written leak report on six occasions; Collins Exhibit 11 Formal Complaint page 1, prgh. 3; Collins Exhibit 9, stating termination 14 times; Collins Exhibits 1,2,4,5,10; PAWC Exhibit 1. When asked if there was any way to determine if Claimant qualified for the program without gaining access to her house. Witness answered: No. There is not. Tr. page 64, 1-4.

PAWC continued to weaponize terminations through December 28, 2022 to force repair of an alleged customer service line leak, Collins Exhibit 10 dec termin.PAWC engaged in a pattern and practice of deceitful responses and interactions with Complainant in violation of Commission regulations and the Public Utility Code. Tr. 19.

4. EXCEPTION is taken at ID page 10 that state termination notices dated September 30, 2022, October 3, 2022, and December 13, 2022 are not within the termination context of Chapter 56. Tr. 18-19, 21; see PAWC Exhibit 1; Collins Exhibits 2, 10. ALJ states that although these three other notices reference the possibility of termination if the leak is not fixed, it is the notices dated October 14, 2022 and October 15, 2022 that clearly constitute termination notices within the context of Chapter 56. See 52 Pa. Code § 56.91. However, Chapter 56 states: Standard Residential Service Termination Procedures (52

PA Code §56.91) Mail or deliver a written notice to the customer at least ten (10) days prior the proposed date of termination (§56.91).

Termination or threatening termination of service pending a response to a public utility customer's inquiry is prohibited. 52 Pa. Code § 56.140. The September delivered doorhanger states that it is important to have the leak repaired within 10 days to avoid having water service disconnected. The October notice again mentions and details the September doorhanger and along with the December notice states repairs must be made within 10 days the date of the letter and that American Water reserves the right to discontinue water service immediately and once the water is terminated it will not be reinstated until repairs are made. Both notices were issued while Claimants dispute with PAWC regarding the leak was ongoing.

**The Commission's Policy Statement sets forth ten factors that the Commission may consider in evaluating whether a civil penalty for violating a Commission order, regulation, or statute is appropriate, as well as whether a proposed settlement for a violation is reasonable and in the public interest. 52 Pa. Code § 69.1201.**

**The first factor considers whether the conduct at issue was of a serious nature, and, if so, whether the conduct may warrant a higher penalty. 52 Pa. Code § 69.1201(c)(1). "When conduct of a serious nature is involved, such as willful fraud or misrepresentation, the conduct may warrant a higher penalty. When the conduct is less egregious, such as administrative filing or technical errors, it may warrant a lower penalty." Id. There is no evidence that the violations here were willful fraud or misrepresentations and therefore a lower penalty is warranted.**

**EXCEPTION:** Conduct at issue is of a serious nature that involved willful fraud and misrepresentation: and warrants a higher penalty.

On 9/30/22, the local office left a 10 day termination notice to repair a water line leak on my service line. On 10/11/22, Luke closed the curb stop and placed the earphones on my head to hear the noise leak and told me to call Lee and pick his brain (Collins Exhibit 11, page 1 last prgh; Tr. page 21, 22-25). PAWC's witness testified that a noise at the closed curb stop is a leak on the company's service pipe (Tr. page 44, 21-23). Witness also testified that Luke let Claimant listen to the sounding equipment (Tr. page 45, 17-21). PAWC failed to list the sounding acoustic leak monitoring equipment on PAWC Exhibit 3 (PAWC Exhibit 4 lists acoustic leak equipment for the leaking hydrant next next door). I called the local office on 10/12/22 and was told the leak would be fixed no charge if at the curb stop and offered a contractor's contact info who told me he wanted cash, no check and gave two contractors for me to call if I don't call him back (Collins Exhibit 11, page 2, prgh.1; Tr. page 22, 1-16). This cash payment is a violation of PAWC's tariff 4.9 for customer to provide adequate confirmation that the leak was fixed (Tr. page 22, 4-6) and is a violation of 66 Pa. C.S. § 1352(b)(2) that requires that regulations shall ensure that a distribution system improvement charge shall terminate if the commission determines that the utility is not in

compliance with the approved plan. These actions are violation of Pa. Code § 54.43 (f) deceptive unlaful acts.

The local office on 9/30/22 and the main office on 1/6/23 are on the same page with this bait and switch scheme which cannot be mistaken for administrative filing or technical errors. The violations here are willful fraud and misrepresentations, Tr. page 22, 16-17 (people are getting fleeced). PAWC witness testified that leak detections are fairly common and occur multiple times daily and that they spent more time explaining to me than they to with other customers who find that these things are pretty routine and straight forward, Tr. page 48, 5-13.

On 1/6/23 at 11:10 am, supervisor Lisa (the only PAWC employee to call me before the July 2022 hearing) called and made a similar bait and switch offer as Jones and reversed the curb stop results; said the curb stop was silent when closed and the leak is on my property. I told her that Luke closed the curb stop and found a noise leak. I said she knows the leak is on her side and they keep putting me through this. She instructed: another tech will come out and I will check the curb stop with him (this was done with Luke on 10/11/22) and then I will schedule a contractor to meet with their tech (This was done with Luke, I'm on a fixed income - Roto Rooter charges \$235 to send a tech to meet their tech and \$193 an hour thereafter). She said the fees would be reimbursed for my contractor if determined the leak is PAWC's responsibility. Lisa's actions to change the facts are willful fraud. I said I need to see Luke's 10/11/22 written leak report first - she agreed to send it (she didn't). I explained I previously had a water line sleeved through the existing pipe to repair a leak in the cellar and asked about their lead replacement program (Collins Exhibit 11, page 3, prgh.2; Collins Exhibit 9, page 9(11)). These actions are violation of Pa. Code § 54.43 (f) deceptive unlaful acts.

**The second factor considers whether the resulting consequences of the conduct in question were of a serious nature. 52 Pa. Code § 69.1201(c)(2). "When consequences of a serious nature are involved, such as personal injury or property damage, the consequences may warrant a higher penalty." Id. The violation here did not result in personal injury or property damage. This supports a lower penalty.**

**EXCEPTION: Conduct in question were of a serious nature Claimant experienced personal injury and property damage and supports a higher penalty.**

PERSONAL PROPERTY INJURY: PAWC left a leak notice on 8/11/22 and six subsequent termination notices through to 12/28/22 in violation of the Commission's regulations at 52 Pa. Code §§ 56.92, 56.140, and 56.151(1). Each notice landed the intended one-two punch - a kick to the gut and a dagger to the chest...all the while knowing the 10 day termination was ticking (PAWC's symbiotic relationship with the SSA included executing terminations (BCS:3522327 and F-2017-2628770). This deliberate termination onslaught started before they knew of a possible lead pipe replacement on 8/11/22 and

continued after they knew to 12/28/22 into the winter moratorium.

Insult to injury, they put absolutely nothing in writing (Tr. page 47, 14-33; no written reports, only verbal), didn't even reply to my Production for Records (Tr. page 57, 9-11) requested prior to both hearings, attached (see Tr. 57, 9-12). I couldn't get their phone records and I had no tools to fight back with - Pennsylvania is one of 13 states that requires two party consent for taped conversations. PAWC's actions to withhold evidence is in violation of Pa. Code § 56.151(1)(4)(5)(i); Title 66 Pa.C.S.A. Public Utilities § 3308. Concealment of witnesses and records. (for the purpose of preventing their examination by the commission; or shall destroy or conceal any such data, books, records, papers or other documents for such purpose, he shall be adjudged guilty of contempt). PAWC failed to deliver Claimant's request for Production of Records in violation of: 52 Pa. Code § 5.349 Requests for documents and 66 Pa. C.S.A. Public Utilities § 3308 (Concealment)...

Moreover, since the hearing, I have become aware that "A growing body of research indicates that 'partial' replacement of lead services, where only the utility-owned or customer-owned portion is replaced and the other segment remains, actually elevates the risk of lead contamination," said Pennsylvania American Water President Jeffrey McIntyre. Additionally, If grounding wires from electrical systems are attached to household plumbing, corrosion and potential lead exposure may be greater. Note: until the company side main and the electrical ground are removed - my health is being compromised much more than before. Contractor who replaced the line, grounded the electrical to the new copper pipe.

**The third factor considers whether the conduct at issue was deemed intentional or negligent. 52 Pa. Code § 69.1201(c)(3). There is no evidence that the violations here were intentional, as opposed to being the result of internal miscommunication. This supports a lower penalty.**

**EXCEPTION: The conduct here is intentional and negligent and supports a higher penalty.**

PAWC's local office on 10/12/22 and the main office on 1/6/23 are on the same page with their plan to have Claimant hire a contractor and that she would be reimbursed if all parties decided the leak is on the company side (Collins Exhibit 11, page 2, at (2); Collins Exhibit 9 page 9(11)). And they did this knowing that Claimant had a lead pipe that was eligible for replacement, Tr. page 65, 1-8; PAWC Exhibit 9 states: Tech came out 10/11/22 and *found a leak but did not know where it was coming from* but customer has to pay and open it up and find where leak is originating from. This egregious scheme is evidence the conduct is intentional for the purpose of ill-gotten gain. People are getting fleeced, Tr. page 22, 16-17.

**The fourth factor to be considered is whether PAWC made efforts to modify internal policies and procedures to address the alleged conduct at issue and to prevent similar conduct in the future. 52 Pa. Code § 69.1201(c)(4). PAWC did not admit its error here**

or make any efforts to modify any policies or procedures to address the alleged conduct at issue. This supports a higher penalty.

The fifth factor considers the number of customers affected and the duration of the violation. 52 Pa. Code § 69.1201(c)(5). Here, one customer was affected. This suggests that a lower penalty is warranted.

**EXCEPTION:** Claimant was not the only one affected. Customers *can't know* what they don't know. More than 30,000 customers are affected in Scranton and Dunmore and warrants a higher penalty.

*I knew* it was PAWC's responsibility if there was a noise when the curb stop was closed (Collins Exhibit 11 page 1 at (1) and page 2 at (3): two contractor's professional finding is that there was no evidence of a leak on my property - and is corroborated by PAWC's finding of a noise leak when the curb stop is shut-off; Tr. page 44, 21-23: if there was a leak on the company's service pipe you would hear the noise with the curb stop in the off position (Collins Exhibit 11 page 3, prgh.2; and Collins Exhibit 9 at page 9(11). A noise leak at the closed curb stop is PAWC's responsibility to fix. PAWC witness testified that leak detections are fairly common and occur multiple times daily and that they spent more time explaining to me than they do with **other customers** who find that these things are pretty routine and straight forward, Tr. page 48, 5-13.

WHEN THE DOCUMENTS THEMSELVES HAVE A CAPACITY TO DECEIVE AND ARE WIDELY DISTRIBUTED, AN UNFAIR AND DECEPTIVE PRACTICE CAN BE ESTABLISHED; *DOUBLE EAGLE LUBRICANTS, INC. v. FTC*, 360 F 2d 268, 267, 270 (10th Cir. 1965). 111.12(d)(1).

PAWC used their tariff as a pocket pardon to supersede the Public Utility Code and Commission Regulations to issue 10 day termination notices to coerce and force repair of their responsibility in violation of: 66 Pa. C.S. § 1352(b)(2) the regulations shall ensure that a distribution system improvement charge shall terminate if the commission determines that the utility is not in compliance with the approved plan. Further,

The Commission's regulations themselves incorporate the Unfair Trade Practices and Consumer Protection Law 77 P.S. s 201.1, *et seq.*, and therefore the Commission is required to make determinations pursuant to the Consumer Protection Law in order to determine if PAWC violated Commission's regulations. See 52 Pa. Code ss 54.122(3) and 111.12(d)(1). The Commission must invoke the statute and case law under the Consumer Protection Law, interpret it, and apply it harmoniously where appropriate. See Duquesne Light Co. v. Borough of Monroeville 449 Pa. 573, 298 A.2d (1972), Pettko v. Pennsylvania American Water Co. 39 A.3d 473, 484 (Pa. Cmmw. CT. 2012). RELATING TO COMPLIANCE TO CONSUMER PROTECTON LAW 111.12(d)(1): WHEN THE DOCUMENTS THEMSELVES HAVE A CAPACITY TO DECEIVE AND ARE WIDELY DISTRIBUTED, AN UNFAIR AND DECEPTIVE PRACTICE CAN BE ESTABLISHED; *DOUBLE EAGLE LUBRICANTS, INC. v. FTC*, 360 F 2d 268, 267, 270 (10th Cir. 1965). 111.12(d)(1).

The sixth factor considers the compliance history of the company. 52 Pa. Code § 69.1201(c)(6). The provision provides that "[a]n isolated incident from an otherwise compliant company may result in a lower penalty." *Id.* There is no basis to find that

**PAWC has an unfavorable compliance history. This warrants a lower penalty..**

**EXCEPTION:** See Collins Exhibit 11 at ex:6.

**The eighth factor is the amount of the civil penalty or fine necessary to deter future violations. 52 Pa. Code § 69.1201(c)(8). Again, there is no record that termination of service while a dispute is pending is a systemic problem at PAWC and therefore this factor suggests a lower penalty.**

**EXCEPTION:** More than 30,000 customers are affected in Scranton and Dunmore and warrants a higher penalty.

PAWC's witness stated there are multiple leak detection investigations daily: Tr. page 48, 3-6: Subsequent to the investigations, PAWC used their tariff (PAWC Exhibit 1) as a pocket pardon to supersede any and all of the the Public Utility Code and Commission Regulations to issue 10 day termination notices delivered and mailed to customers to coerce and force repair of their responsibility in violation of: 66 Pa. C.S. § 1352(b)(2) the regulations shall ensure that a distribution system improvement charge shall terminate if the commission determines that the utility is not in compliance with the approved plan. Here Complainant was eligible for the lead replacement program whether or not there was a leak on the water service line and they continued termination notices while collecting DSIC charges for their repairs from customers monthly bills.

**The ninth factor examines past Commission decisions in similar situations. 52 Pa. Code § 69.1201(c)(9). No similar situations were found.**

**EXCEPTION:** And none will be found. PAWC's plan to refuse all requests for anything in writing is iron clad. I did not receive their communication records. They have identified an area where water can't be seen and allege leaks from the curb stop to the foundation - customer has no increase in the bill and no leak at the cellar meter. Customers have no tools to fight phantom leaks. They can't tape the conversations - no one is going to give permission to be taped. managed to allege leaks from the curb stop to the foundation. The tariff is used as a pocket pardon and if that doesn't the bait and switch scheme is used to coerce customers into paying to open it as BCS stated (PAWC Exhibit 9). See fifth and eighth factuo above.

**Finally, the tenth factor considers any other relevant factor. 52 Pa. Code § 69.1201 (c) (10). There are no other relevant factors to consider.**

**EXCEPTION:** That this is the only case that made it to this level and came to your attention underscores the urgency here. Consumers are getting fleeced by thousands of dollars to repair what may or may not be a leak that is their responsibility - they need to be

educated - that a leak at the closed curb stop is PAWC's responsibility and should be on all printed materials that they issue terminations.

Can this problem be solved with a 10 cent additional DSIC fund to repair "phantom leaks"? In addition, PAWC will continue their fraudulent ways unless significant fines are levied.

Also, there's an issue with PAWC failing to send Production of Records, attached that comprised my case. Tr. page, 59 8-11. This is consistant with thier actions to refuse all written requests. I didn't get the the PAWC customer contact records until they were introduced the end of hearing on February 22, 2023 when council sent email that the complaint had been fully addressed in violation of 52 Pa. Code § 5.350. Request for admissions

## **CONCLUSION**


SECTION 501 OF THE PUBLIC UTILITY CODE GIVES THE COMMISSION BROAD AUTHORITY TO ADDRESS AND REMEDY VIOLATIONS OF THE PUBLIC UTILITY CODE AND PROTECT THE RIGHTS OF THE PUBLIC, 66 Pa.C.S. s 501.

The Commission's regulations themselves incorporate the Unfair Trade Practices and Consumer Protection Law (Consumer Protection Law) 77 P.S. s 201.1, *et seq.*

PAWC's egregious business practices and customer's lack of tools to defend against inexcusable actions, warrant applying appropriate penalties in the public interest for unlawful actions and violations of the Public Utility Code to insure reasonable, adequate and sufficient service pursuant to 66 Pa.C.S. § 1501. **Wherefore,**

**Claimant asks in the public interest that penalties be revised consistent with the Commission's Policy Statement at 52 Pa. Code § 69.1201, Factors and standards for evaluating litigated and settled proceedings involving violations of the Public Utility Code and Commission regulations, statement of policy. And, apply any other penalties/revisions deemed necessary.**

**Respecttly submiitted,**

A handwritten signature in cursive script, reading "Margaret Collins", is written over a horizontal line.



**DEFENDENT PENNSYLVANIA AMERICAN WATER COMPANY**

**DKT. NO. C-2023-3037963**

On this date October 4, 2023, Complainant requests Defendant to produce *readable* copies of the below listed documents. The listed documents are to be forwarded to Complainant's address: Margaret Collins, 224 N. Hyde Park Ave., Scranton, Pa. 18504 or email: lelani\_c@yahoo.com

**REQUESTS**

1. Any and all reports, and/or documents prepared by Defendant or employee(s)/agent(s) containing the facts of the July 12, 2023 work report for the water line replacement on Complainant's property at 224 N. Hyde Park Ave. Scranton, Pa. 18504.

2. Any and all documents which Defendant plans to have marked for identification at the October 11, 2023 hearing, or about *which you plan to question a witness at the hearing.*

3. Reports, and/or documents prepared by any and all experts *who are expected to testify at the hearing* or whose reports are expected to be submitted at the hearing.

4. Taped recordings of the following phone calls:

8/11/22 (6:25 pm) 570.343.1469 outgoing call to PAWC: 1800.565.7292

10/3/22 (3:00 to 4:10 pm) 570.343.1469 outgoing call to PAWC: 1800.565.7292

10/10/22 (5:15 pm) 570.343.1469 outgoing call to PAWC local office: 272.235.5674

10/12/22 (10:30 am) 570.343.1469 outgoing call to Pawc local office: 272.235.5674

12/15/22 (3:18 pm) 570.343.1469 outgoing call to PAWC: 1800.565.7292

12/15/22 (4:58 pm) 570.343.1469 outgoing call to PAWC: 1800.565.7292

1/5/23 (3:16 pm) 570.343.1469 outgoing call to PAWC: 1800.565.7292

1/6/23 (11:10 am) incoming call from PAWC to: 570.343.1469

Consistent within the applicable Rule of Civil Procedure these requests are deemed to be continuing.

Requested by,  
Margaret Collins  
Ph: 570.343.1469



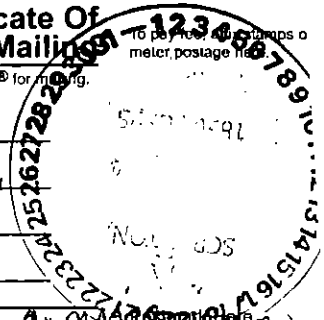
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HARRISBURG, PA 17120

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COMMONWEALTH KEYSTONE BUILDING  
400 NORTH STREET  
HARRISBURG, PA 17120

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